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[\*Jain v. Westinghouse Hanford Co.\*](#), 96-ERA-23 (ALJ Sept. 19, 1996)

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**U.S. Department of Labor**  
Office of Administrative Law Judges  
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DATE: SEPTEMBER 19, 1996

CASE NO: 96-ERA-23

IN THE MATTER OF

RAMESH D. JAIN,  
Complainant,

v.

WESTINGHOUSE HANFORD COMPANY,  
ICF KAISER HANFORD COMPANY,  
Respondents.

**RECOMMENDED DECISION AND ORDER APPROVING  
*AGREED SETTLEMENT AND MOTION TO DISMISS***

This matter arises under the Energy Reorganization Act of 1974, 42 U.S.C. § 5851, and the procedural regulations for the handling of discrimination complaints found at 29 C.F.R. Part 24.

Pursuant to a Notice of Hearing and Pre-Hearing Order dated June 21, 1996, this matter was set for hearing on Wednesday, August 21, 1996, in Richland, Washington. However, prior to the hearing in this matter, and during a telephonic pre-hearing conference with the undersigned, a settlement agreement had been reached and the hearing was cancelled.

On September 19, 1996, I received a fully executed "Joint Request for Approval of Settlement Agreement and Motion to Dismiss", which bears the signatures of the Complainant; the manager of ICF Kaiser Hanford; and the manager of Westinghouse

Hanford Company. The parties enter into this settlement agreement in order to settle fully all claims by the Complainant against Westinghouse and ICF Kaiser Hanford upon the terms and conditions as set forth below:

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1. Respondents agree Mr. Jain will remain employed with ICF Kaiser Hanford Company through September 30, 1996.
2. Respondents agree Mr. Jain will retain his Senior Principal Engineer Classification through September 30, 1996.
3. Respondents agree to pay Mr. Jain twenty thousand dollars (\$20,000.00).
4. Mr. Jain agrees he is liable for any and all taxes due on the twenty thousand dollars.
5. Respondents and Complainant agree Cases 96-ERA-23, RL 94-0003 and RL 96-0001 are settled.
6. Mr. Jain agrees all remedies from Westinghouse Hanford Company and/or ICF Kaiser Hanford Company for any of the two Companies' actions up to Friday, August 16, 1996, are complete by the signing of this settlement agreement.
7. Westinghouse Hanford Company and ICF Kaiser Hanford Company admit no wrongdoing by their signing of this Settlement Agreement as the intent of this Agreement is to dispose of all conflicts between the two Companies and Mr. Jain and to start anew putting the past misunderstandings behind.

Accordingly, the undersigned, finding the terms of the settlement to be fair, adequate and reasonable, recommends approval of the settlement agreement and dismissal of the complaint with prejudice. The settlement agreement of the parties attached hereto and incorporated herein by reference for all purposes is hereby adopted as the final disposition of this matter.

Entered on this 19th day of September, 1996, at Long Beach, California.

DANIEL L. STEWART  
Administrative Law Judge

DLS:lmh

NOTICE: This Recommended Decision and Order and the administrative file in this matter will be forwarded for final decision to the Administrative Review Board, U.S. Department of Labor, Room S-4309, Frances Perkins Building, 200 Constitution Ave., N.W., Washington, D.C. 20210. *See* 61 Fed. Reg. 19978 & 19982 (1996)